GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 58
LEASE AMENDMENT	TO LEASE NO. <b>GS-11B-70315</b>
ADDRESS OF PREMISES  Judiciary Center Building  555 4 <sup>th</sup> Street, NW  Washington, DC 20001-2733	PDN Number:

THIS AMENDMENT is made and entered into between NSP Ventures Corporation

whose address is:

c/o J Street Companies

1025 Thomas Jefferson Street, NW

Suite 170

Washington, DC 20007-5201

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, upon execution by the Government, as follows:

- This Lease Amendment (LA) is issued to reflect a 42 month extension of this Lease for 345,776 Rentable Square Feet (RSF), yielding 313,516 Occupiable Square Feet (OSF) of office and related space located at Judiciary Center Building, 555 4<sup>th</sup> Street, NW, Washington, DC.
- 2. The extension term shall commence on January 1, 2018 and shall expire on June 30, 2021.
- 3. Effective January 1, 2018, the annual rent shall be **\$16,597,248.00** (\$48.00/RSF X 345,776 RSF), payable at a rate of \$1,383,104.00 per month in arrears.
- 4. Effective January 1, 2018, the base year for operating cost adjustments, pursuant to Paragraph 2.2 of the SFO, shall remain as (b) (4) The operating cost shall continue to include the cost for daytime cleaning services. Annual

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

## FOR THE LESSOR:

Signature:
Name:
SADAO TSUNODA
Title:
Exec Vice Resident
AS P Ventures Corp.
Date:

SADAO TSUNODA

EXEC Vice Resident
AS P Ventures Corp.

## FOR THE GOVERNMENT:

Signature:
Name: Joel T Berelson
Title: Lease Contracting Officer
GSA, PBS, NCR, OPMRE

Date: JUN 1 5 2018

## WITNESSED FOR THE LESSOR BY:

(d)

Signature: Name:

Title: Date: STANLLY P FERENCE CFO, manging agent June 12, 2017 operating cost adjustments shall continue through the extension term with the first operating cost adjustment effective on January 1, 2018.

- 5. Effective January 1, 2018, as per Paragraph 6(E) of the SF2, the above-mentioned operating cost will continue to exclude the cost of electricity, water and sewage. The Government shall be responsible for payment of these building utilities, separately.
- 6. Effective January 1, 2018, the Government's percentage of occupancy for the purposes of real estate adjustments, pursuant to Paragraph 3.3 of the SFO, shall remain as 100%. The base year for real estate tax adjustments shall remain the time period from January 1, 2008 to December 31, 2008 with a base year amount of \$2,287,245.64. The re-imbursement of real estate taxes shall continue through the extension term pursuant to Paragraph 3.3(A) of the SFO.
- 7. Effective January 1, 2018, the Government's percentage of occupancy for the purposes of BID tax adjustments, shall remain as 100%. The Government shall continue the re-imbursement of BID taxes through the extension term.
- 8. The Government and Lessor acknowledge and agree that as of January 1, 2018, the Government has utilized \$3,352,331.70 of the \$3,457,760.00 of the tenant improvement allowance (TIA) under the Lease, per Supplemental Lease Agreement No.28. Consequently, the unused portion of the TIA under the Lease is \$105,428.30. Pursuant to Paragraph 3.1 of the SFO, both parties agree that the Government will return the unused portion of the TIA to the Lessor in exchange for a one-time, lump sum rent credit. As a result, effective July 1, 2018, the Government is due a one-time, lump sum credit in the amount of \$105,428.30. Accordingly, the annual rent under the lease shall remain the same at \$16,597,248.00. The reconciliation of the TIA represents a full and final settlement of the TIA provided by the Lessor to the Government under the Lease.
- 9. The Government accepts and shall continue to occupy the Premises in its current existing condition, which the Lessor represents as good and tenable. Subject to normal wear and tear, the Lessor shall continue to maintain and repair as necessary all the elements of the Building Shell to its existing condition. There shall be no tenant improvement or other allowances being provided in connection with this lease amendment during the extension period.

This document will not constitute a payment until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

All other terms and conditions of the lease shall remain in force and effect.

NITIALS: /

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